

### AGREEMENT

This Agreement is made and entered into the \_\_\_ day of \_\_\_\_\_, 2004 by and between Leon County, Florida, a political subdivision of the State of Florida ("County") and the HOPE Community Empowerment Corporation, Inc. ("Grantee").

WHEREAS Leon County has been awarded \$100,000 by the Florida Department of Juvenile Justice Title V Grant Program; and

WHEREAS, the Grantee has agreed to provide \$50,000 in match; and

WHEREAS, the funding herein is not construed by the Grantee as a continuing obligation on the part of the County;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties to this agreement do hereby agree as follows:

1. The County hereby expresses its intent to disburse the aforementioned funds for the use and benefit of the Grantee to reimburse the costs associated with the Targeted Community Action Planing Deliverables as outlined below:

| Activity                            | Number of Units | Cost Per Unit | Total     |
|-------------------------------------|-----------------|---------------|-----------|
| Pre-Operational Services 1/04 -2/04 | 2               | \$6,000       | \$12,000  |
| Mentoring 3/04 - 12/04              | 10              | 3,850         | 38,500    |
| Tutoring 3/04 - 12/04               | 10              | 3,850         | 38,500    |
| Family Workshops 3/04 - 12/04       | 4               | 2,500         | 10,000    |
| Final Report                        | 1               | 1,000         | 1,000     |
| Total                               |                 |               | \$100,000 |

2. With the exception of an initial cash advance, as allowed by the Florida Department of Juvenile Justice, the disbursement of funds by the County to the grantee shall be made upon a reimbursement basis. Grantee will incur the costs and seek reimbursement for expenditures from the County on a monthly basis.

3. The Grantee is to submit, prior to the disbursement of funds, the following documentation demonstrating that the services outlined in the reimbursement request were used for one of the acceptable purposes, listed in Section 1 above:

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| Report                        | Frequency | Due Date                                |
|-------------------------------|-----------|---|
| Invoices                      | Monthly   | 5 <sup>th</sup> of each month           |
| Monthly Expense Report        | Monthly   | 5 <sup>th</sup> of each month           |
| Monthly Activity Report       | Monthly   | 5 <sup>th</sup> of each month           |
| Monthly Census Report         | Monthly   | 5 <sup>th</sup> of each month           |
| Prevention Policy Bd. Roster  | Quarterly | 5 <sup>th</sup> of month following qtr. |
| Prevention Policy Bd. Actions | Annually  | December 15, 2004                       |
| Annual Performance Report     | Annually  | December 15, 2004                       |

4. The grantee shall comply with the Department of Juvenile Justice, Office of the Inspector General's Statewide Procedure on Background Screening for Employees, Providers and Volunteers. The grantee shall comply with the requirements for background screening as mandated in Section 985.01, Florida Statutes.

5. The grantee shall ensure that each of their project staff has received training in child abuse and neglect (e.g., detection, reporting, prevention and counseling), confidentiality requirements and how to handle emergencies on the job.

6. Nothing herein contained is intended, or should be construed as creating or establishing the relationship of agency, partners or employment between the parties hereto, or as consulting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind County to any contracts or other obligations, and shall not expressly or implicitly represent to any party that Grantee and County are partners or that Grantee is the agent or representative of the County.

7. The Grantee will provide to the County the following:

a) A certified accounting statement pertaining to the expenditures of funds distributed to the Grantee. The certified accounting statement shall include a separate schedule of revenues and expenditures relative to this contract.

b) A program evaluation which addresses the attainment of program objectives.

8. The Grantee will comply with all applicable laws, ordinances and regulations governing their operations.

9. The Grantee shall comply with the regulations governing the administration of the Florida Department of Juvenile Justice Title V Program

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10. The Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act.

11. To the extent permitted by Section 768.28, Florida Statutes and the Florida Constitution, the Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees or due to any act of occurrence of omission or commission of the Grantee, including but not limited to costs and a reasonable attorney's fee. The County, may at its option, defend itself or allow the school Board to provide the defense.

12. The performance of Leon County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.

13. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

WHERETO, the parties have set their hands and seals effective this date whereon the last party executes this agreement.

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WITNESSES:

\_\_\_\_\_

Grantee: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

Name

Title

Date: \_\_\_\_\_

(Corporate Seal)

Leon County, Florida

by: \_\_\_\_\_

Jane Sauls, Chairman

Board of County Commissioners

Attest: Bob Inzer, Clerk of the Court  
Leon County, Florida

by: \_\_\_\_\_

Approved as to Form:  
Leon County Attorney's Office

by: \_\_\_\_\_

Herbert W. A. Thiele, Esq.  
County Attorney